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07/01/2015 01:50:50 PM
MORTAMEN 1/8

This Document Prepared By:
HENRY LOCKLEY
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715

~~When recorded mail to:~~ #:8696021
First American Title 
Loss Mitigation Title Services 1079.12
P O Box 27670
Santa Ana, CA 92799
RE: RUSSELL - PR DOCS

Source of Title: INSTRUMENT NO. 20110531000159660 DEED BOOK na, AT PAGE(S) na
Tax/Parcel No. 28-6-13-0-000191.000

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$126,606.00
Unpaid Principal Amount: \$121,183.19
New Principal Amount \$96,902.08
Total Cap Amount: \$0.00

FHA/VA Loan No: 
FHA Case No.: 703 011-7133409
Loan No: (scan barcode)

50182728

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

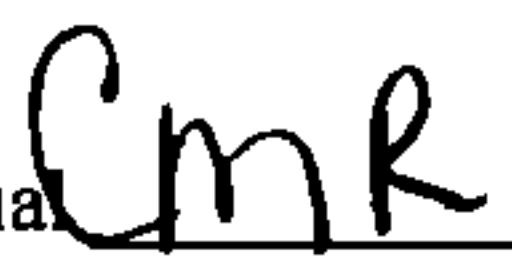

This Loan Modification Agreement ("Agreement"), made this 22ND day of AUGUST, 2014, between CAROL M. RUSSELL, AN UNMARRIED WOMAN ("Borrower"), whose address is 199 GREENWOOD CIRCLE, CALERA, ALABAMA 35040 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated MAY 25, 2011 and recorded on MAY 31, 2011 in INSTRUMENT NO. 20110531000159670, SHELBY COUNTY, ALABAMA, and (2) the Note, in the original principal amount of U.S. \$126,606.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 199 GREENWOOD CIRCLE, CALERA, ALABAMA 35040

the real property described is located in SHELBY COUNTY, ALABAMA and being set forth as follows:

Wells Fargo Custom FHA HAMP Loan Modification Agreement
01162015_258

First American Mortgage Services

Page 1

Initial 
936/ASN 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
 - A. As of, **OCTOBER 1, 2014** the modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of the HAMP modification, collectively, "Unpaid Amounts") in the amount of **\$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$96,902.08** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
 - B. With the Modification you will have total partial claim due of **\$30,164.71**, which includes **\$24,281.11** that has been reduced from the New Principal Balance above. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.
2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender. Interest will be charged on the New Principal Balance at the yearly rate of **4.2500%**, from **OCTOBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$476.70**, beginning on the **1ST** day of **NOVEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 1, 2044** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
8. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

In Witness Whereof, I have executed this Agreement.

Carol M Russell
Borrower: CAROL M. RUSSELL

2/19/15
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

The State of Alabama)
Jefferson County)

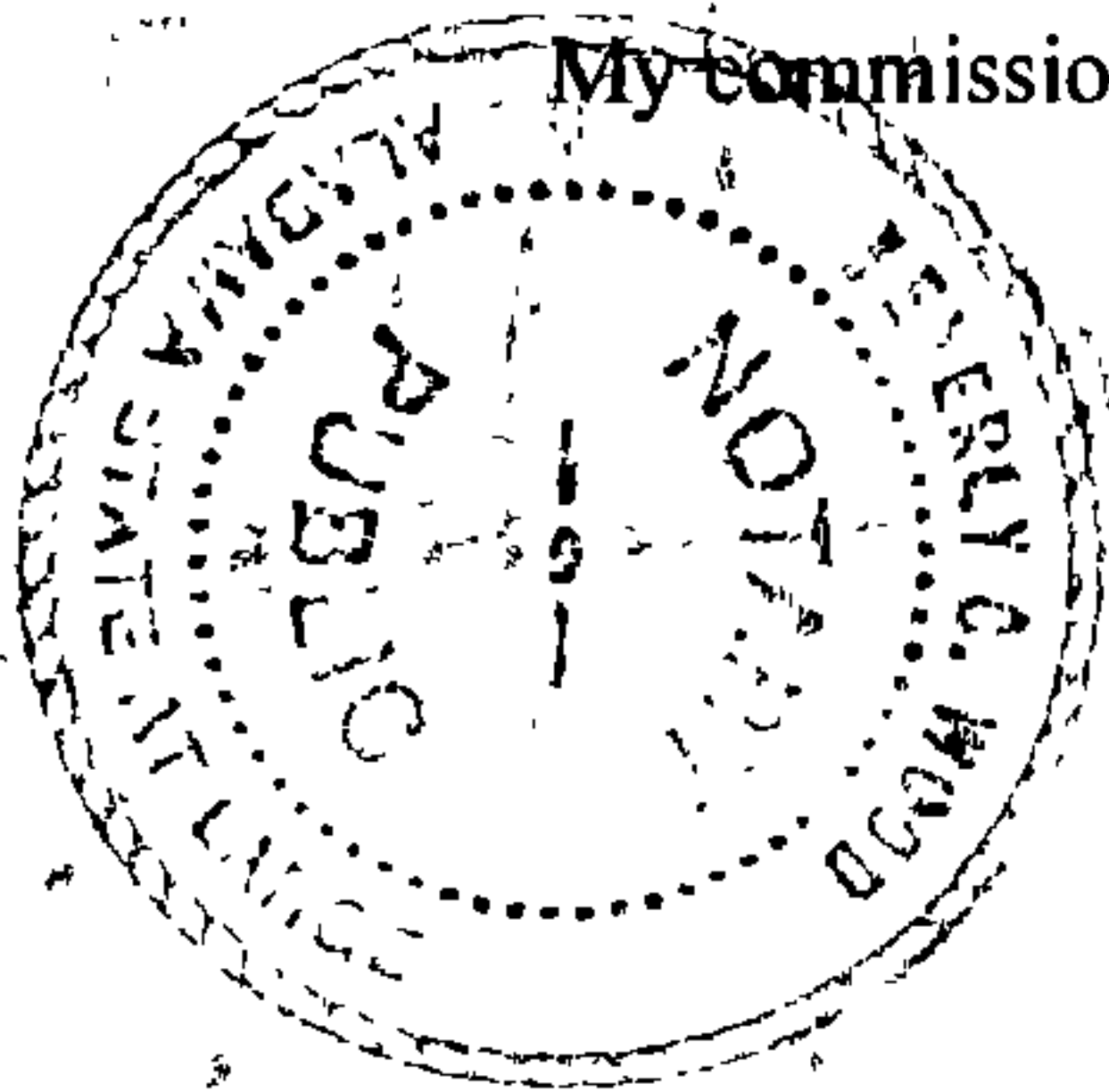
I, a Notary Public, hereby certify that **CAROL M. RUSSELL, AN UNMARRIED WOMAN** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of February, 2015.

Beverly Wood
Notary Public

Print Name: Beverly Wood

My commission expires: 6-21-2018



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA.

Trang Huynh
Vice President Loan Documentation

By

(print name)
(title)

Date

4/24/15

[Space Below This Line for Acknowledgments]

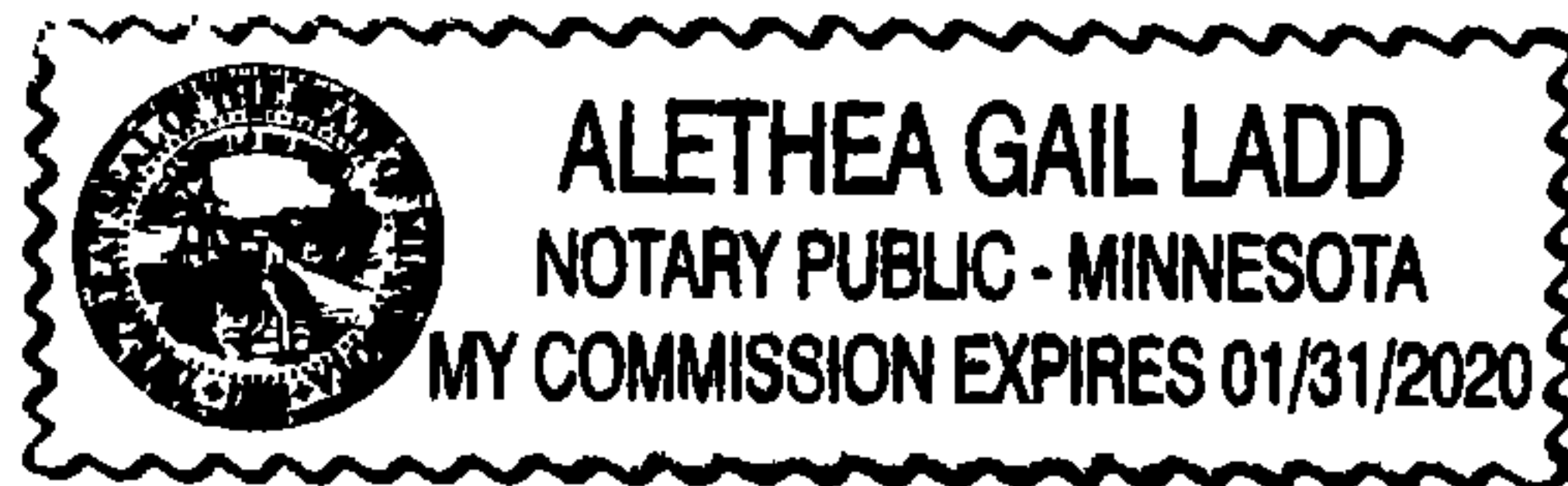
LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 22nd day April 2015 by
Trang Huynh,
Vice President Loan Documentation of WELLS FARGO BANK, NA.,
a Vice President Loan Documentation, on behalf of said company.

Notary Public



Printed Name: Alethea Gail Ladd

My commission expires: 1/31/2020

THIS DOCUMENT WAS PREPARED BY:
HENRY LOCKLEY
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



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6/8

EXHIBIT A




BORROWER(S): CAROL M. RUSSELL, AN UNMARRIED WOMAN

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

LOT 143, ACCORDING TO THE PLAT OF OLD IVY SUBDIVISION, PHASE II, BEING A RESURVEY OF PORTIONS OF LOTS 22-32, TRACT FIFTY ONE SUBDIVISION, PARCEL "B", RECORDED IN MAP BOOK 11, PAGE 26, AS RECORDED IN MAP BOOK 36, PAGE 6-A AND DOCUMENT #20051027000561200, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS OF WAY, AND PERMITS OF RECORD.

ALSO KNOWN AS: 199 GREENWOOD CIRCLE, CALERA, ALABAMA 35040

 **RUSSELL**
50182728
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
  **AL**

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **WELLS FARGO BANK, NA.** (the "Lender") and **CAROL M. RUSSELL, AN UNMARRIED WOMAN** (the "Borrower") dated **AUGUST 22, 2014** the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

(BORROWER MUST INITIAL HERE) CMR

Signed this 19th day of February, 2015.

Lender

By:

Name:

Trang Huynh
Vice President Loan Documentation

Borrower

Carol M. Russell
CAROL M. RUSSELL

Date: AUGUST 22, 2014
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, NA.
Borrower: CAROL M. RUSSELL
Property Address: 199 GREENWOOD CIRCLE, CALERA, ALABAMA 35040

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Carol M Russell

2/19/15

Borrower

Date

CAROL M. RUSSELL

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date

Borrower

Date



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/01/2015 01:50:50 PM
\$180.50 JESSICA
20150701000221410

James W. Fuhrmeister

